

NOTICE TO VENDORS

REQUEST FOR PROPOSAL

For

PRIVATELY OWNED OUTSIDE FIBER OPTIC CABLE PLANT



CITY OF CIBOLO

CIBOLO, TEXAS

Request For Proposal #IT-17-51.1



8200 IH-10 West, Suite 103
San Antonio, Texas 78230
Voice: (210) 698-7887
www.combs-group.com

GENERAL TERMS AND CONDITIONS

CONFLICT OF INTEREST: No public official shall have interest in this contract in accordance with Local Government Code §171.002 and §171.003.

DISCLOSURE REQUIREMENTS: In accordance with Local Government Code §176.004, all prospective bidders shall complete the conflict of interest questionnaire and submit it with their bid.

ETHICS: The bidder shall not accept or offer gifts or anything of value nor enter into any business agreement with any employee, official or agent of The City of Cibolo.

DOCUMENTATION: Bidder shall provide with this bid response, all documentation required by this bid. Failure to provide this information may result in rejection of the bid.

TERMINATION FOR DEFAULT: The City of Cibolo reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. Non-Performance of the bidder shall be a basis for termination of the contract by the City. The City shall not pay for any commodities/services that are unsatisfactory.

Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

FORCE MAJURE: Neither party shall be responsible for delays caused by "Acts of God", national emergency or any other causes beyond their reasonable control. Upon the discovery of such an event, the affected party shall notify the other and arrange a meeting to propose a program for a solution to the problem and if necessary, to establish an estimated period of time of suspension or extension of the work.

CANCELLATION OF CONTRACT

Either party may terminate this contract with 30 (thirty) days written notice. Written notice to the City must be sent by certified mail to Peggy Cimics, City of Cibolo, P.O. Box 826, Cibolo, Texas, 78108. Written notice must be sent by certified mail to name and address submitted in the invitation to bid.

COMPLIANCE WITH LAWS: The successful bidder shall comply with all applicable federal, state and local laws and regulations.

(Successful Offeror shall provide a Bond using this Template or acceptable equivalent)
PERFORMANCE BOND

(A) _____ as Principal (Contractor) has entered into a Contract with the City of Cibolo (Owner), dated _____, 20__ to perform certain construction work (the Work) described briefly as _____ **RFP # IT-17-51.1** and described in detail in the Contract. All terms and conditions of the Contract as set out in the Contract Documents are made a part of this Bond as fully and to the same extent as if copied at length herein.

(B) We, Contractor and _____ (Surety) are held and firmly bound to Owner for a sum equal to the original Contract Price of \$_____, which is the Contract Price at the time of bid award prior to change orders or contract modifications, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

(C) Now, therefore, if Contractor shall promptly and faithfully perform all of its obligations in accordance with the Contract Documents during the original term of the Contract and any extensions, and if Contractor shall carry the insurance as required by the Contract, honor the warranty provisions and satisfy all rightful demands, claims and judgments related to Contractors performance, and shall defend, indemnify and hold Owner harmless from damages, costs and expenses which it may suffer in connection with such demands, claims and judgments, and shall reimburse Owner for costs and expenses which Owner has incurred and may incur in attempting to secure proper performance, then this obligation shall be void; otherwise, it shall remain in full force and effect.

(D) This bond shall remain in effect throughout the Warranty period and until all claims involving Contractors performance under this Contract are finally adjudicated or settled, whichever is later.

(E) Owner and Contractor may execute change orders, alterations, modifications or time extensions to the Contract without affecting Surety's obligations under this Bond. Surety hereby waives any requirement for notice of change orders, alterations, modifications or time extensions to the Contract or related subcontracts. Surety's monetary obligation under this Bond for the original Contract Price shall not be increased or decreased by change orders or contract modifications.

(F) If Contractor shall be materially in default under the Contract, Owner having performed its obligations, Owner shall in writing notify Contractor and Surety, describing the default and any attempts to remedy it. If the default is not cured within seven (7) business days of Contractors receipt of the notice, Owner shall have the right without further notice to terminate the Contract for cause. In such an event Surety shall promptly:

(1) Solicit bids from a list of bidders meeting Owners prequalification requirements for completing the Work in accordance with the Contract Documents. Upon determination by Surety and Owner of a bidder that meets the original bid evaluation criteria, Surety shall arrange for that bidder to enter into contract with Owner for completing the Work. Surety shall pay all costs and expenses as they are incurred of completing the Work in accordance with the Contract Documents, including without limitation the re-bidding and bid evaluation, re-bonding, completion of the Work including existing and future change orders, and all expenses and costs that Owner has incurred and may incur in securing full performance of the Contract; or

(2) Immediately pay Owner the estimated cost of completing the Work, plus any amounts in excess of the estimate as they are required for actual completion of the Work, plus all expenses and costs that Owner has incurred and may incur in securing full performance of the Contract.

After completion and Acceptance of the Work, Owner shall pay to Surety any remaining unpaid amounts of the original Contract Price, less any remaining un-reimbursed expenses or costs described in (1) or (2) above.

(G) This Bond shall be governed by the laws of the State of Texas and shall be performed in Guadalupe County, Texas. Any legal action on this bond must be filed in Guadalupe County, Texas. If Owner should be awarded damages in such a suit or proceeding, Surety agrees to pay to Owner an additional amount equal to reasonable attorneys' fees and expenses, costs of the suit or proceeding, and Owner's expenses.

(H) This Bond is executed pursuant to Tex. Gov. Code §2253.021 (formerly Art.5160, VATS.). The requirements of that statute are incorporated into this Bond for all purposes.

CONTRACTOR-PRINCIPAL

Company Name: _____

By: _____

Typed name: _____

Title: _____

Attest: _____

Contractor's Secretary

SURETY

Company Name: _____

By: _____

Typed Name: _____

Title: _____

Phone: _____ FX: _____

Mailing Address for Notices:

Successful Offeror shall provide a bond using this template)

LABOR & MATERIAL PAYMENT BOND

(A) _____ as Principal (Contractor) has entered into a Contract with the City of Cibolo (Owner), dated _____ 20____, to perform certain construction work described briefly as _____ **RFP # IT-17-51.1** and described in detail in the Contract. All terms and conditions of the Contract as set out in the Contract Documents are made a part of this Bond as fully and to the same extent as if copied at length herein.

(B) We, Contractor and _____ (Surety) are held and firmly bound to Owner for a sum equal to the original Contract Price, \$ _____ .00, which is the Contract Price as of the time of bid award prior to change orders or contract modifications, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

(C) Now, therefore, if Contractor, its subcontractors and suppliers, or the heirs, executors, administrators, successors, assigns, or subcontractors of any of them shall promptly and properly make payment to rightful claimants for work, labor, transportation, materials, equipment or supplies used in the Contract or amounts due under the Unemployment Insurance Act, and if Contractor shall defend, indemnify and hold Owner harmless from any claims, demands, liens, suits, damages, costs and expenses in connection with such claimants, then this Bond shall become void; otherwise it shall remain in full force and effect until all rightful claims and the accompanying fees, expenses and costs have been paid.

(D) Owner and Contractor may execute change orders, alterations, modifications or time extensions to the Contract without affecting Surety's obligations under this Bond. Surety hereby waives any requirement for notice of change orders, alterations, modifications or time extensions. Surety's monetary obligation under this Bond for the original Contract Price shall not be increased or decreased by change orders or contract modifications.

(E) This Bond shall be governed by the laws of Texas and shall be performed in **Guadalupe** County, Texas. Any legal action on this bond shall be filed in **Guadalupe** County, Texas. If Owner should be awarded damages in such a suit or proceeding, Surety agrees to pay to Owner an additional amount equal to reasonable attorneys' fees and expenses, costs of the suit or proceeding, and Owner's expenses.

(F) This Bond is executed pursuant to Tex. Gov. Code §2253.021 (formerly Art. 5160, V.A.T.S.). The requirements of that statute are incorporated into this Bond for all purposes.

CONTRACTOR-PRINCIPAL

FAX: _____

Company Name: _____

Mailing Address for Notices:

By: _____

Typed name: _____

Title: _____

Attest: _____

Contractor's Secretary

SURETY

Company Name: _____

By: _____

Typed Name: _____

Title: _____

Phone: _____

Section 2 – INSTRUCTIONS TO VENDORS

1. The Request for Proposal contains the following:

Section 1	General Terms and Conditions for Proposals
Section 2	Instructions to Offerors
Section 3	General Project Requirements
Section 4	Acceptable Manufacturers
Section 5	System and Service Requirements
Section 6	Scope of Work and Technical Requirements
Section 7	Training Requirements
Section 8	Project Management and Close-out Requirements
Section 9	Warranty Requirements
Section 10	Multi-Year Maintenance Requirements
Section 11	Schedules 1-15

2. The principal consultant contact for this project is:

Steve Anderson, RCDD
 COMBS Consulting Group, LP
 901 South Mopac, Suite 400
 Austin, Texas 78746
 Office: (512) 433-2696
 Email: Steve.Anderson@combs-group.com

All correspondence related to this Request for Proposal and subsequent contract shall be submitted by the Offeror in writing and sent via e-mail, or letter to the primary project contact. Any verbal or telephonic questions, clarifications or other information will not be considered as official for the duration of this project.

3. Schedule of Events:

Start	End	Project Activity
01/25/2017	02/24/2017	RFP Available to Qualified Vendors
02/14/2017	02/14/2017	Pre-Proposal Conference at 10:00 a.m.
02/17/2017	02/17/2017	Final day for questions 12:00 p.m.
02/24/2017	02/24/2017	PUBLIC Bid Opening at 2:00 p.m.
03/14/2017	03/14/2017	City Council Approval
03/15/2017	03/24/2017	Finalize Contract Documents with Successful Vendor
03/27/2017	04/14/2017	Staging
04/17/2017	06/16/2017	Implementation
06/19/2017	06/23/2017	Substantial Completion Inspection / Completion of Punch List
06/26/2017	06/26/2017	Final Acceptance

4. This Request For Proposal (RFP) is for a Customer Owned Outside Fiber Optic Cable Plant in the City of Cibolo to connect four city buildings to the Data Center and provide capacity to connect to all city buildings in the future. Vendors are expected to submit a complete and accurate response which addresses the entire scope of work as defined in this RFP.

5. This Request for Proposal is intended to include all potential approved vendors and acceptable manufacturers capable of providing a solution that meets both the technical and functional requirements of this specification. The successful vendor shall possess a minimum of five (5) references and have been in business for a minimum of five (5) years.
6. Vendors are expected to provide complete and comprehensive information in the proposal response. If unable to comply with a specific item in the Request for Proposal, the Vendor is required to prepare a listing of exceptions to the Request for Proposal language, contract terms, or specifications. Exceptions to this Request for Proposal shall be submitted in Schedule 11 of the Vendor's Response. In the event no exceptions are indicated or the response is devoid of Schedule 11, it will be assumed the vendor intends to fully comply with the requirements of the specification and contract terms as defined in the Request for Proposal. Under no circumstance will the Vendor be allowed to delete, modify or otherwise change any part of the contract documents or scope of work as defined in this Request for Proposal without the written approval of the City of Cibolo.
7. Unit prices contained in the Vendors quote for the initial installation must be firm for a period of no less than 180 days prior to execution of contract and post cutover pricing shall remain in effect for a period of no less than 12 months after final system acceptance. In the event of a price change, the Vendor of such said change shall notify the Owner in writing. The Owner shall have the right to any lowered product or services pricing for the duration of the contract and warranty period. In any case the Owner shall be provided pricing that is no more than the published and customary prices for similar Owners in the Cibolo Texas area.
8. All questions shall be submitted in writing via e-mail or letter. **The deadline for submitting questions related to this Request for Proposal is 12:00 pm February 17, 2017.**
9. Request for Proposal schedules must be executed and submitted intact, without modification to the schedule language as originally published, except where required for the vendor's response. The proposal form and associated schedules must be completely filled out and properly executed as indicated on each form. Vendor responses shall be submitted in individually bound folders with section dividers. **Failure to follow this procedure may result in disqualification.**
10. Vendors are expected to submit their best and final pricing, including all applicable discounts for equipment, services, training and maintenance costs with the Request for Proposal response. Maintenance cost(s), if requested, should include applicable discounts for multi-year agreements.
11. The Request for Proposal Documents will be made available to Vendors on January 25, 2017 on the City of Cibolo website <http://www.cibolotx.gov/bids.aspx> the COMBS Consulting Group, LP website www.combs-group.com or at Combs Consulting Group LP, 901 South Mopac, Suite 400, Austin, Texas 78746.
12. **CITY OF CIBOLO BID SUBMISSIONS:**
 - a. **DEADLINE:** Bids must be received in the City Secretary's office prior to 2:00 p.m. on Friday, February 24, 2017. Bids will be **publicly** opened at 2:00 p.m. or soon thereafter in the Council Chambers, Cibolo City Hall, 200 South Main St., Cibolo, Texas 78108. **Late bids will not be accepted under any circumstances!**
 - b. **SUBMITTAL:** Completed Bid Proposals, one (1) original, clearly marked as such, (1) identical paper copy and one electronic copy, on a thumb drive, must

be in a sealed envelope clearly marked with "PRIVATELY OWNED OUTSIDE FIBER OPTIC CABLE PLANT BID", and IT-17-51.1 written in the lower left hand corner of the envelope containing the bid.

- c. ADDRESS: Sealed bids may be hand-delivered or mailed to the City Secretary, Peggy Cimics, City of Cibolo, 200 South Main, P.O. Box 826 Cibolo, Texas 78108.
- d. METHODS: All bids must be returned in a sealed envelope with the bid name, number, opening date and time clearly marked on the outside. **If an overnight delivery service is used**, the bid name, number, opening date and time must be clearly marked on the outside of the delivery service envelope.

Facsimile and electronic mail transmittals are not acceptable.

- e. WITHDRAWAL OR ALTERATIONS OF BID: Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initiated by bidder guaranteeing authenticity. After the official opening, bids may not be amended, altered, or withdrawn without the recommendation of the City Manager and the approval of the City Council.
- f. TAX EXEMPT STATUS: The city is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in this bid.

13. **CITY OF CIBOLO BID REQUIREMENTS:**

- a. COMPLETED PROPOSAL: A completed proposal means an original, clearly marked as such, (1) identical paper copy and one electronic copy, on a thumb drive of all schedules as provided in these bid documents. Each of these must be COMPLETED AND SIGNED.
- b. LEGIBILITY: Bids must be legible and of a quality that can be reproduced.
- c. FORMS: All bids must be submitted on the forms provided in the bid documents, unless specifically stated differently in the schedule. Changes to the bid forms made by bidders shall disqualify the bid. Bids cannot be altered or amended after the submission deadline.

Vendor responses shall be **bound and tabbed** in the following format:

Schedule 1:	Proposal Form w/ Proposal Security (Bid Bond)
Schedule 2:	Pricing Details (2A, 2B and 2C)
Schedule 3:	Hold Harmless Agreement
Schedule 4:	Non-Collusive Certificate
Schedule 5:	Certificate of Residency
Schedule 6:	Certificate of Insurance
Schedule 7:	Conflict of Interest Questionnaire, Form CIQ
Schedule 8:	Form 1295 Electronic Filing Application
Schedule 9:	List of Vendor Exceptions
Schedule 10:	Warranty Information
Schedule 11:	Maintenance Information
Schedule 12:	Vendor References
Schedule 13:	Company Information, Overview and Certifications
Schedule 14:	Product Information and Cut Sheets
Schedule 15:	Proposed Project Implementation Schedule

14. Vendors shall provide a minimum of five (5) references with the proposal response. References shall be for similar systems and clients, and shall include account name, type of installation, installation size with contact name(s) and telephone number(s).
15. Proposals will be evaluated on the basis of the following criteria, among others:
 - A. Price - 40 Points
 - B. Response and Technical Compliance – 30 Points
 - C. Proposal Terms and Exceptions – 10 Points
 - D. Completion of projects of similar size and scope – 10 Points
 - E. References and/or past experience with Owner – 10 Points
16. The City of Cibolo or its designated representative reserve the right to request additional or clarifying information after the proposal response has been submitted. This information may be used to further evaluate the response or qualify overall cost associated with a proposed solution.
17. The Offeror shall furnish a Bid Bond in the order of 5% of the total proposal price payable to the City of Cibolo as proposal security and guarantee that the Offeror will enter into a contract and execute payment and performance bond(s) on the projects within ten (10) calendar days after notice of intent to award contract. **No Cashier's Checks will be accepted.**
18. Following formal notice of intent to award contract, the Contractor shall furnish Performance and Payment Bonds for 100% of the value of the work payable to the City of Cibolo, in the event the total proposal price exceeds \$25,000 in total value. The Performance and Payment Bond(s) must identify compliance with the provisions of Texas Government Code Chapter 2253 and indicate that all liabilities of the bond(s) shall be determined in accordance with the provisions of said Chapter.
19. The Surety must be authorized to do business under a Certificate of Authority issued by the State of Texas and hold Certificates of Authority as an acceptable Surety on the current Department of the US Treasury listing as found in the Federal Register with no less than an 'A' grade rating.
20. The Vendor shall deliver the required bonds to the City of Cibolo or designated representative within ten (10) business days following formal notice of intent to award of Contract. The cost of the Bonds and Securities are to be included within the originally submitted proposal response. Provisions for additional Owner monies for project surety will not be granted in the event they are omitted from the proposal pricing prior to submission of the proposal.
21. Vendors are required to furnish insurance certificates equal to or greater than the required coverage's listed below.

The City of Cibolo is listed as an additional insured on all but the Workers' Compensation. Additional insured coverage is provided for both premises operations and products completed operation.

Workers Compensation -	Statutory Limits
Employers Liability -	\$500,000 @ accidents
	\$500,000 policy limit
	\$500,000 @ employee

General Liability	\$1,000,000 per occurrence		
	\$2,000,000	general	aggregate/\$2,000,000
products/completed			operations aggregate

Automobile Liability - Owned/Non-owned/Hired vehicles
 Bodily injury - \$250,000 @ person/\$500,000 @ accident
 Property damage \$250,000
 Or \$500,000 Combined Single Limit

Umbrella Policy - \$1,000,000 occurrence/\$1,000,000 aggregate

The Insurance requirements, as listed above also apply to any sub-contractor(s) in the event that any work is sublet. The contractor is responsible to insure that the sub-contractor(s) meets the minimum insurance requirement limits as by law.

Should any of the above described policies be canceled before the expiration date, the issuing company will mail thirty (30) days written notice to the certificate holder, City of Cibolo.

The contractor shall agree to waive all rights of subrogation against the city, its officials, employees and volunteers for losses arising from work performed by contractor for the city.

22. The successful vendor shall have ten (10) business days from the date of formal notice of intent to award and acceptance of Contract Documents to provide all payment, performance bonds and certificate of insurance acceptable to the Owner. Insurance certificate shall name the City of Cibolo as an additional insured on the policy.
23. Should the Vendor fail to timely execute and deliver the bonds, evidence of insurance, or fail to fulfill any other conditions of the Contract Documents and the commencement of work, the Owner may, at its sole discretion, without releasing, impairing, or affecting its right to receive securities as liquidated damages, rescind the award and thereafter award the contract to another vendor or may reject all quotes.
24. There will be no contractual obligation on the part of the Owner to any Vendor until the Contract Documents are unconditionally executed with bonding and insurance in place with executed Contract Documents and valid Purchase Order delivered to all parties and a Formal Notice to Proceed issued by the Owner or its designee.
25. The successful vendor shall provide and install all equipment, materials, and/or services enumerated in this Request for Proposal and all equipment and/or services required providing a complete turnkey and operational system, regardless if the equipment or service has been specifically itemized, identified or enumerated in the Request for Proposal Documents or Vendor's response.
26. Equipment proposed, provided and installed by the vendor in fulfillment of Request for Proposal must be new and unused. The term "equipment" refers to all hardware, software, materials and incidentals, etc. needed to fulfill the specified scope of work.
27. The Vendor shall submit a list proposed project personnel from the Vendor's company and any potential sub-contractors that are planned for use on this project. This listing of project personnel and resources shall be submitted in Schedule 15. In the event of

multiple sub-contracts, a separate listing is to be provided for each potential sub-contractor.

28. The Vendors total proposal pricing submitted on the executed Schedule 1 form (Proposal Form) **must match** the unit pricing submitted in Schedule 2A.
29. Vendors are required to respond to the complete scope of work identified in this RFP document. Partial or incomplete scope proposals will not be considered.
30. Vendors must completely fill out, execute (as required), and submit all Request for Proposals schedules and requested data to be considered a complete response to this Request for Proposals Document. Incomplete or partial proposal responses will not be considered.
31. Vendors are expected to work within the City's guidelines, policies and the Laws of the State of Texas while working on-site at the City of Cibolo. Vendor personnel are required to check-in to each building on a daily basis, wear proper dress attire and be easily identified by wearing ID badges when working at the City of Cibolo. Vendor personnel are required to check-in and out prior to working in any building.
32. The City of Cibolo reserves the right to remove any Vendor, supplier, sub-contractor or other personnel deemed to be in non-compliance with City policy or Texas Law.
33. A non-mandatory pre-proposal conference will be held at the City Hall Conference Room 121 located at 200 South Main Street, Cibolo, Texas on February 14, 2017 at 10:00 A.M. A brief site survey event will be conducted following the conference. All potential Vendors are encouraged to attend.
34. It is the intent of the Owner to award a single contract to a single Vendor to fulfill the requirements of this RFP at the lowest aggregate cost and overall best value to the City in terms of both initial and long-term cost.
35. By submitting a proposal, the Vendor represents that; (1) They possess experience on projects of similar size and scope; (2) The vendor has read and understands the Request for Proposals document and proposed contract documents; (3) The proposal is made in accordance with the Request for Proposals specification, schedules and proposed contract documents; (4) Vendor is familiar with the local conditions, standards, and/or codes under which the work is to be performed and (5) Vendor response to the Request for Proposal does not constitute an intent or obligation of the Owner to award contract.

Section 3 - General Project Requirements

1. General:

These specifications cover the general project requirements for the installation of equipment by the Offeror, outline Offeror requirements and outline the general conditions to be met for the City of Cibolo; hereinafter referred to as the Owner, in connection with such control of the premises wherein the equipment is to be installed. It is understood that the Owner shall obtain permission from whoever does have such ownership or direct control in order to implement the following requirements.

In the execution of this work, the Offeror shall comply in every way with the requirements of local laws and ordinances, the laws of the State of Texas, the National Board of Fire Underwriters, OSHA, accepted industry standards and the National Electrical Code. If, in the opinion of the Offeror, there is anything in the specifications that will not strictly comply with the above laws, ordinances, and codes, the matter shall be referred to the attention of Combs Consulting Group for a decision before proceeding with that part of the work.

No change in the Specifications, regardless of cost, shall be made without full consent in writing of the Owner. Where the Offeror and/or sub-contractor licensing is required at a Federal, State, or Local level, the Offeror shall provide written proof of such licensing, certificates, etc. to the owner prior to award of contract.

2. The Owner shall:

- 2.01 Grant the Offeror, its employee's and representative's access to the premises and facilities at all reasonable hours (as determined by the Owner) for the duration of the project as specified in this Request for Competitive Sealed Proposal.
- 2.02 Take actions as necessary to ensure that the premises are clean, dry and free from debris and in such condition as not to be hazardous to the installation personnel or the equipment to be installed.
- 2.03 Provide adequate environmental conditions for which the equipment will be installed.
- 2.04 Provide drawing(s), as available, of the buildings as required to allow for installation of the equipment by the Offeror.
- 2.05 Provide for and access to commercial grade 110vac 60Hz power circuits necessary for installation of the equipment, unless otherwise stated.
- 2.06 Provide adequate 19" EIA/TIA compliant rack space for the proper mounting and installation of equipment.
- 2.07 Provide prompt and accurate payment to the Offeror in accordance with the Contract Document(s) and the governing laws of the State of Texas.
- 2.08 Provide tax-exempt certificate(s) to the successful Offeror, upon request.

3. **The Offeror shall:**

- 3.01 Obtain the Owner's permission before proceeding with any work necessitating cutting into or through any part of building structures such as girders, beams, concrete or tile floors, partition ceilings.
- 3.02 Be responsible for and repair all damage to buildings due to carelessness of workmen, *including ceiling tiles*, and exercise all reasonable care to avoid any damage to the Owner's property.
- 3.03 The Offeror will immediately report in writing to the Owner, any damage to buildings, which may exist prior to or may occur during the occupancy of the quarters by the Offeror.
- 3.04 Install the equipment in strict accordance with the manufacturer's guidelines, specifications for the system, applicable standards and industry accepted best practices methods.
- 3.06 Conduct pre-cutover inspections and system testing after the initial installation has been completed and prior to formal substantial completion, in order that the Owner may be assured that the requirements for installation are met prior to any formal inspection process.
- 3.07 Promptly notify the Owner of the completion of the work on the equipment or such portions thereof as are ready for inspection.
- 3.08 Give the Owner written notice of completion of the installation at least 5 days prior to completion.
- 3.09 Promptly correct all defects for which the Offeror is responsible in accordance with the Contract Document(s).
- 3.10 Provide the Owner close-out documentation as defined in section 8 of the Request for Proposal. This documentation shall be due to the Owner at the time of Substantial Completion.
- 3.11 Shall coordinate all work associated with the project with the City of Cibolo and/or its designated representative for the duration of the project.
- 3.12 Shall provide for secure storage of all materials and remove any excess material, debris, or scrap and return work areas to their original state of cleanliness on a daily basis. Under no circumstances shall the Offeror use the Owners storage or disposal facilities for the removal of debris or scrap materials unless prior approval has been granted by Owner.
- 3.13 Shall coordinate and schedule all installation activities with the Owner in advance of performing such work. Due to the nature of the Owner's business it is anticipated that Offerors will be given access to the facility M-F 7:00 a.m. to 3:00 p.m. Working times shall be coordinated with and approved by Owner prior to performing work. When working in areas where construction is still being accomplished all activities shall be coordinated with the General Contractor.
- 3.14 Prepare a schedule of values for project installation activities with the associated completion percentage and anticipated payment schedule. The schedule of values shall be reviewed for accuracy and approved by the Owner prior to

beginning any work. All applications for payment shall be submitted to Owner in accordance with the approved schedule of values attached.

- 3.15 Shall execute the Owner's proposed Master Sales Agreement attached as Exhibit 'A' of this Request for Competitive Sealed Proposal as Contract between Offeror and Owner.
- 3.16 Shall install all system components in accordance with industry standards and industry accepted best practices methods.
- 3.17 Shall furnish and install fiber patch cords of the appropriate size and color in each equipment room (ER/MDF) as specified and/or required. Fiber Singlemode patch cords shall be yellow in color.
- 3.18 Offeror shall label each fiber and patch panel with MDF/IDF number and strand. Labels shall be clearly visible on the cable and the front of the patch panel.
- 3.19 Strictly adhere to the following Codes, Standards and Regulations:
 - A. American National Standards Institute (ANSI)
 - B. American Society for Testing and Materials (ASTM)
 1. ASTM D 1557 (2007) Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³) (2700 kN-m/m³)
 - C. Alliance for Telecommunications Industry Solutions (ATIS)
 - D. Building Industry Consulting Service International (BICSI)
 1. Telecommunications Distribution Methods Manual 13th Edition
 2. Outside Plant Design Reference Manual 5th Edition
 3. NECA/BICSI 568-2006 – Standard for Installing Commercial Building Telecommunications Cabling
 4. NECA/BICSI 607-2011, Standard for Telecommunications Bonding and Grounding Planning and Installation Methods for Commercial Buildings
 - E. International Electrotechnical Commission (IEC)
 - F. Institute of Electrical and Electronics Engineers, Inc. (IEEE)
 1. IEEE Standard 81-1983, IEEE Guide for Measuring Earth Resistance, Ground Impedance, and Earth Surface Potential of a Ground System
 2. IEEE Standard 1100-1999, Recommended for practice for Powering and Grounding Sensitive
 3. Electronic Equipment in Industrial and Commercial Power Systems (IEEE Emerald Book)
 4. IEEE C2 (2007; Errata 2007; INT 2008) National Electrical Safety Code

- G. National Fire Protection Association (NFPA)
 - 1. NFPA-70, National Electrical Code
 - 2. NFPA-101, Life Safety Code
 - H. Occupational Safety and Health Administration (OSHA)
 - I. Telecommunications Industry Association (TIA)
 - 1. ANSI/TIA/EIA-569-B, Commercial Building Standard for Telecommunications Pathways and Spaces, 2005
 - 2. ANSI/TIA-569-B Amendment 1, Commercial Building Standard for Telecommunications Pathways and Spaces, 2009
 - 3. ANSI/TIA/EIA-606-B, Administration Standard for the Telecommunications Infrastructure of Commercial Buildings, 2012
 - 4. ANSI/TIA/EIA-607-B, Commercial Building Grounding and Bonding Requirements for Telecommunications, 2011
 - 5. ANSI/TIA-758, Customer-Owned Outside Plant Telecommunications Infrastructure Standard, 2004
 - J. U.S. Department of Agriculture (USDA)
 - 1. RUS 1755 Telecommunications Standards and Specifications for Materials, Equipment and Construction
 - 2. RUS Bull 1751F-643 (2002) Underground Plant Design
 - 3. RUS Bull 1751F-815 (1979) Electrical Protection of Outside Plant
 - 4. RUS Bull 1753F-201 (1997) Acceptance Tests of Telecommunications Plant (PC-4)
 - 5. RUS Bull 1753F-401 (1995) Splicing Copper and Fiber Optic Cables (PC-2)
 - 6. RUS Bull 345-65 (1985) Shield Bonding Connectors (PE-65)
 - 7. RUS Bull 345-72 (1985) Filled Splice Closures (PE-74)
 - 8. RUS Bull 345-83 (1979; Rev Oct 1982) Gas Tube Surge Arrestors (PE-80)
 - K. Underwriters Laboratories, Inc. (UL)
 - 1. UL 910 (NFPA 262 1990) Applicable Flame Test
- 3.20 Provide an Owner's project contingency in the order of 10% of the total equipment and services cost inclusive of total proposal cost for any Owner moves, adds or changes during the implementation phases of the project. All un-used contingency dollars will be returned to Owner at the conclusion of the project and prior to systems acceptance via Change Order.
- 3.21 Execute all RFP Schedules in the Offeror's RFP Response.

Section 4 – ACCEPTABLE MANUFACTURERS

1. The following are acceptable manufacturers for the OS2 Singlemode **ARMORED** Outside Fiber Optic Cable Plant for the City of Cibolo:
 - Berk-Tek – Double Armor Double Jacket
 - ◆ 96 Strand – Part # OPAD12B096AB0403-M2-2A2J
 - ◆ 12 Strand – Part # OPAD12B012AB0403-M2-2A2J
 - Approved Equivalent
2. The following are acceptable manufacturers for Innerduct for the City of Cibolo:
 - Maxcell
 - Approved Equivalent
3. The following are acceptable manufacturers for Outside Fiber Optic Cable Plant Termination Hardware for the City of Cibolo:
 - Fiber panels with sliding trays and ability to hold splice trays per design (to include all accessories for a fully functional panel)
 - ◆ Leviton – Opt-X® 1000i
 - ◆ Approved Equivalent
 - LC Bulkheads for Fiber panels
 - ◆ Leviton
 - ◆ Approved Equivalent
 - Pigtail OS2, LC
 - ◆ Leviton
 - ◆ Approved Equivalent
4. The following are acceptable manufacturers for Aerial Entrance Hardware for the City of Cibolo:
 - 2 1/2-inch Entrance Head
 - ◆ Rigid or IMC
 - 2 1/2-inch Smart LB
 - ◆ Part Number – KBLB250
 - ◆ Approved Equivalent
 - 2 1/2-inch Conduit
 - ◆ IMC
 - ◆ Approved Equivalent
5. Miscellaneous cable plant hardware products referenced herein shall be provided as specified Manufacturer or an approved functional equivalent as indicated in the RFP document and submitted as such in Schedule 16. Vendors are required to submit a complete list of all proposed equipment submitted or functional equivalent for Owner's approval in Schedule 16 and prior to installation of such product. Failure to follow this procedure may result in the un-approved product being removed and replaced with specified or approved equivalent product. The Vendor will solely bear the cost of such replacements.

Section 5 – SYSTEM AND SERVICE REQUIREMENTS

1. This section of the specifications contains specific information necessary for Vendors to prepare a complete and accurate price proposal.
2. The Vendor shall provide complete turnkey services pricing for all proposed system hardware components, including costs for any ancillary equipment, testing, warranty and maintenance as defined or specified in the RFP.
3. The Request for Proposal consists of a Base Proposal. Vendors shall provide a complete proposal response to the entire scope of work defined within this document.
4. The base proposal's scope of work consists of installing an outside fiber optic cable plant infrastructure (OSP) from the City's Data Center to four buildings and providing capacity to feed all buildings in the city. The strand count for each segment as indicated on the communications drawings.
5. Vendors are required to provide complete pricing for the Proposal. Failure to provide complete and accurate pricing information may result in disqualification.
6. Vendors shall include all costs for system testing as specified in Section 7.
7. Vendors shall submit pricing in strict accordance with Schedule 1 and Schedule 2 response requirements for the Proposal response. Schedule 2 pricing must match Schedule 1 total.
8. Vendors shall include a minimum of one (1) year parts and labor warranty (or supplement manufacturer warranties with maintenance as required to fulfill the 1st year requirement) on the entire system inclusive of the Total Cost Proposal.
9. Vendors shall provide additional maintenance information on available plans and pricing as specified in Section 10. **Maintenance fees for years 2+ shall not be included in the total proposal cost.**
10. Unit pricing submitted in Schedule 2A must **match** the total proposal cost in Schedule 1.
11. Vendors shall provide a project contingency in the order of 10% of the total base cost proposal. Contingency monies will be used at the discretion of the Owner and un-used monies will be returned by change order to the Owner at the conclusion of the project.
12. Vendors shall provide a permit and make-ready allowance of \$75,000.00 inclusive of the total base cost proposal as indicated on Schedule 1 and 2. The permit allowance shall be used exclusively by the Vendor for payment of all required permits, make-ready costs and/or access fees associated with the project. The balance of the un-used permit allowance monies will be returned to the Owner by change order at the conclusion of the project.
13. The Vendor shall provide a certified copy of all permitting applications, documentation, invoicing and the associated cost(s) to the Owner for review and approval prior to the Vendor making any payment for permitting or private property access charges.
14. Vendor shall be responsible for acquisition of the appropriate TXDot (Texas Department of Transportation) permits required to work in or traverse aerial right of ways along FM 78. Permitting shall be paid out of the Permitting allowance within the Contract upon receipt of valid Vendor requests for such permitting.
15. Vendor shall be responsible for acquisition of any and all other construction permits required for the project. Permitting shall be paid out of the Permitting allowance within the Contract.

16. Vendor is responsible for the development and submission of a traffic mitigation plan as part of the TXDot permitting process. Traffic planning shall be submitted in a form acceptable to the Texas Department of Transportation. Additional information may be found at: <http://www.dot.state.tx.us>.
17. Vendor shall maintain an up-to-date set of field drawings indicating completed work and any minor deviations to the OSP design as specified. These drawings shall be made available at any time to the Owner or its designated representative on request.
18. Vendor shall place pole attachments only on the appropriate poles and at the specified height determined by GVEC and included in the pole attachment agreement/permit. The Vendor shall halt work in the event of any conflicts between poles or attachment height and promptly notify the Owner in writing of any such conflict. The successful Vendor shall be provided the GVEC pole attachment agreement/permit for record and use on the project.
19. Owner shall assist with prior approval for general access to poles located on private property and the Vendor shall obtain permission of the private property owners prior to beginning or working on poles located on private easements.
20. Vendors shall conduct pre-survey activities for each segment prior to installation of fiber optic cable. Copies of such surveys shall be provided to the Owner for record and prior to the commencement of any work in the segment. Surveys shall be made in a manner consistent with the verification and identification of; exact pole, attachment height, right-of-ways and private property. Survey shall also identify any tree-trimming activities that may need to be addressed prior to installation. Any and all tree-trimming activities will be coordinated between the Vendor, Owner and private property owner prior to cutting trees.
21. Vendor's shall immediately bring any aerial pathway or easement conflicts, such as attachment height, cable sag violations or ROW clearances to the attention of Combs Consulting Group for action prior to installation.
22. Aerial fiber optic cable shall be an OSP rated armored, arid core, loose tube fiber optic cable, installed utilizing a stranded over-lash messenger cable support. The use of a figure-8 self-supporting cable is not acceptable.
23. Vendor shall tension cable messenger to maintain maximum cable sag of + 2' mid-span between pole attachments on tensioned spans. Slack spans may contain +2-4' of sag mid-span between poles as long as the sag does not create a height violation.
24. Vendor shall use the following table as a guideline for aerial cable messenger tensioning to maintain maximum allowable cable sag:

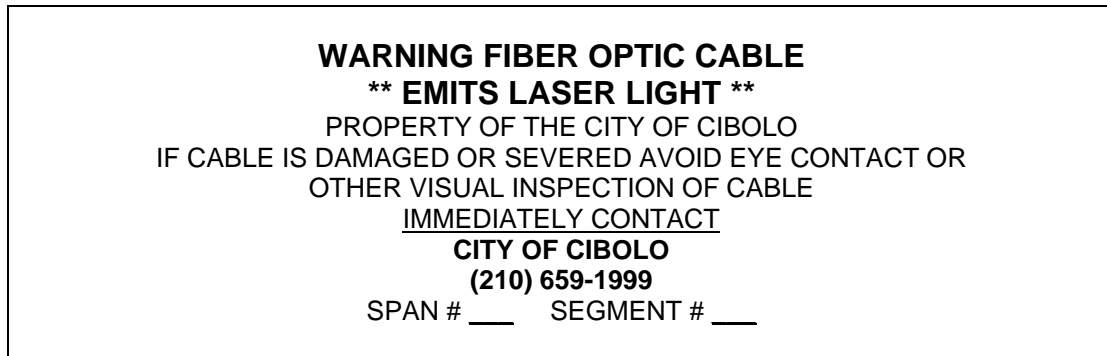
OSP Span/Segment #	Description of Work	Avg. Span in Feet	Nom. Wt/Ft	Sag	Messenger Tensioning	Max. Sag over Span
Span A / Segment #1	96 FOS Over-Lashed	200	0.258	1%	653 Lbs	2ft.
Span A / Segment #2	12 FOS Over-Lashed	200	0.258	1%	653 Lbs	2ft.
Span A / Segment #3	12 FOS Over-Lashed	200	0.258	1%	653 Lbs	2ft.
Span B / Segment #1	96 FOS Over-Lashed	200	0.258	1%	653 Lbs	2ft.
Span B / Segment #2	12 FOS Over-Lashed	200	0.258	1%	653 Lbs	2ft.
Span C / Segment #1	12 FOS Underground	N/A	N/A	N/A	N/A	N/A

25. Vendor shall strictly adhere to the following overhead clearances (at max sag):

Crossing Over	Clearance in Feet
Highway (US or State)	23.5
Railroad Tracks	23.5
Roads and Streets	18.5
Driveways and Parking Lots	18.5
Undeveloped Land Traversed by Vehicles	15.5
Accessible Roof Tops - Truck Traffic	15.5
Water not subject to boats	14.0
Accessible Roof Tops	10.5
Accessible Balconies	10.5
Pedestrian Walkways	9.5
Inaccessible Roofs	3.0
Running Along, Not Crossing Over	Clearance in Feet
Roads, Streets or Alleys	15.5
Rural Roads	13.0

26. Vendor shall furnish and install pole attachments in a manner that conform to GVEC requirements. Attachments shall be of a hardened bolt design, messenger clamp, hot-dipped galvanized and provide a minimum of 2" clearance between cable and utility pole to minimize cable rub.
27. Vendor shall furnish and install down-guys with a 6M support strand as detailed on the communications drawings and as required to conform to GVEC pole guying requirements. At a minimum, down guys will be required at each pole with an existing guy and perpendicular (bisecting angle) to each 90° corner, dead-end or divergent pathway as required to ensure proper support of pole line.
28. Guying of utility poles on sloping terrain will require lead and height calculations to ensure proper guy placements and loading as well as cable clearance. Vendor shall consult ANSI/EIA/TIA-758, NEC and AT&T 621-400-011-013 specifications for correct lead-height calculations in the event this condition should arise.
29. Vendor shall furnish and install single-thimble eye expanding "bust" anchors, Rock anchors or B-Guy (screw type) anchors for all down-guys installed as part of this project. Expanding anchors shall be a minimum of 6" in diameter and screw-type anchors shall be a minimum of 9" in diameter. The use of plate or plank anchors is not acceptable unless coordinated prior to installation.
30. All down guy hardware shall be of a hardened thru-bolt design, hot-dipped galvanized and installed in strict accordance with manufacturers' specifications at pre-coordinated pole heights per GVEC attachment guidelines.
31. All OSP fiber optic cable shall be a loose tube arid core or PIC filled fiber optic cable with a double jacket and double armor unless specified otherwise.
32. Vendor shall furnish and install pull-boxes as indicated on the communication drawings for service entry conduit systems. Pull-boxes shall be a pre-formed assembly placed in a manner to maximize future serviceability of the system.

33. Vendor shall plug all exterior conduits with a water-proof/weather tight putty system. All internal (inside building) conduits/sleeves shall be sealed with an intumescent fire-stop system.
34. Vendor shall furnish and install fusion splices for all single mode fiber optic strands. Under no circumstances shall mechanical splicing be acceptable.
35. Vendor shall furnish and install splice cases as specified on the communication drawings. Splice cases as shown on drawings are for extension of the existing cable plant to the facilities served by new cable plant. Additional splice points as required to accommodate individual cable spool length shall be placed as necessary to minimize the overall number of splices within each span. Splice cases shall be a non-metallic, weather-proof enclosure containing the appropriate amount of fiber shelves for the fiber strand counts being spliced and be labeled in accordance with the labeling specification in the RFP.
36. Vendor shall develop and submit shop drawings for all proposed splice locations for approval prior to installation. Vendor shall be responsible for the re-numbering the entire system for actual splice case locations. Splice case numbering shall be in ascending and sequential order for each span and segment.
37. Fiber optic splice cases shall be installed in strict accordance to the manufacturers' guidelines, supported within 2' of the utility pole and placed at accessible points along cable route(s). Under no circumstances shall splice cases be placed above inaccessible areas such as overpasses, intersections, dry creek beds, creeks, rivers, bridges, roadway shoulders or other inaccessible and/or hazardous locations.
38. Vendor shall furnish and install slack managers (Snowshoe type) at each splice case installed. Slack managers shall be installed to maintain a 5m service loop for both cable ends at the splice and shall be installed on each side of the splice point respectively and placed at equal distance from splice point.
39. Vendor shall furnish and install a 3M service loop at each fiber optic termination end-point (MDF room). Service loop shall be coiled, stored and supported via existing cable runway or new j-hook support system. Service loop(s) shall be placed above termination point (fiber interconnect).
40. Vendor shall furnish and install a #6 bare solid copper ground conductor between the messenger strand and existing earth ground at each OSP splice point. Ground conductor shall be bonded to the attachment/messenger cable and existing GVEC ground conductor.
41. Vendor shall furnish and install a #6 bare solid copper ground conductor at each down-guy to the existing GVEC provided ground conductor. Ground conductor shall be bonded to the down guy assembly and the existing ground conductor.
42. Vendor shall furnish and install a #6 bare solid copper ground conductor at each entrance pole and the entrance protector shall be bonded to the ground rod. Ground rod shall be a hot-dipped galvanized fitted with rod clamps for grounding conductor.
43. Vendor shall furnish and install OSP fiber optic cable of the types and sizes as specified in the Request for Proposal Document.
44. Vendor shall furnish and install fiber optic identification labels on each side of the fiber optic cable at each pole attachment, dead-end, pull-box and entrance protector. Labels shall be placed with 1' of the utility pole or entrance. Fiber optic labels shall be bright yellow in color and contain the following information in minimum 10 Point Font:



45. Fiber labels shall be made of a weather resistant material, printed with indelible permanent ink and fastened to the cable in a manner consistent with the expected life of the cable. Vendors should note that Ty-wraps are not an acceptable means of attaching label(s) to OSP fiber optic media.
46. Vendor shall furnish and install labels at each end of the fiber optic cable at each equipment room (MDF). Labels shall indicate the Fiber Span #, Segment #, origin and destination.
47. Vendor shall furnish and install labels at each fiber interconnect unit at each equipment room (MDF). Fiber strands shall be labeled to indicate Span #, origin and destination.
48. Vendor shall furnish one (1) each duplex LC to LC Single Mode Fiber Optic Patch Cord for each two (2) strands of Single Mode Fiber Optic cable terminated at each site. Patch cords shall be stored at the MDF in original packaging for the Owner's use. SM patch cords shall be YELLOW.
49. Installation crew(s) shall maintain the following in their physical possession at ALL TIMES:
 - a. Outside Plant Specifications and Drawings (Design and Shop Drawings)
 - b. GVEC Pole Attachment Agreement
 - c. CPS Pole Attachment Agreement
 - d. Copy of Approved Product Submittals
 - e. TxDot Permit(s)
 - f. Project folder containing all project directives/changes

FAILURE OF THE VENDOR TO PRODUCE COMPLETE PROJECT DOCUMENTS UPON REQUEST BY THE OWNER, ITS REPRESENTATIVES, COMBS CONSULTING GROUP, LP OR PERMITTING AUTHORITY WILL RESULT IN AN IMMEDIATE STOP WORK ORDER UNTIL THE DOCUMENTS ARE IN THE PHYSICAL POSSESSION OF THE INSTALLATION CREW(S). ADDITIONAL CONTRACT TIME AND/OR COMPENSATION WILL NOT BE GRANTED FOR ANY WORK STOPPAGE GENERATED BY MISSING OR INCOMPLETE PROJECT DOCUMENTATION.

FURTHERMORE, IT IS THE RESPONSIBILITY OF THE VENDOR TO ADHERE TO ALL LOCAL, STATE AND FEDERAL CODES AND STANDARDS, WHERE APPLICABLE. ANY CITATION OR PENALTY ISSUED BY TXDOT, OTHER GOVERNMENTAL AGENCY OR GOVERNING UTILITY WILL BE THE SOLE RESPONSIBILITY OF THE VENDOR.

Section 6 – SCOPE OF WORK AND TECHNICAL REQUIREMENTS

6.1 Privately Owned Outside Fiber Optic Cable Plant

6.1.1 Fiber Span A/Segment 1 – Base Proposal – Data Center to Loop 539 and Main St.

6.1.1.1 Conduit Pathway

There is a spare 4-inch conduit at the street that currently is turned up in an AT&T pedestal. This conduit will be **CAREFULLY** uncovered from its present location back to the sidewalk and rerouted up the nearest pole. Contractor will be responsible for all materials and labor to reroute this conduit.

The conduit shall have (3) 3-cell Maxcell from the City Hall building to the end of the conduit on the pole.

Contractor shall seal the end of the conduit to prevent water infiltration.

6.1.1.2 Single Mode Fiber Optic Cable

Vendor shall furnish and install one (1) each 96 strand, Singlemode fiber optic cable from the Data Center in the Police Station to a pole at the corner of Loop 539 and Main Street. This cable shall be an OSP rated, armored, arid-core or PIC cable with an over-lashed messenger.

6.1.1.3 Single Mode Splice Points

Vendor shall provide 96 FOS splice case(s) as required to ensure the fiber reaches from point to point. Strands will be peeled off of the 96 strands to feed each building in that area of the city. All splices shall be fusion splices; no mechanical splices shall be installed.

6.1.1.4 Single Mode Fiber Optic Termination

Vendor shall provide and terminate 96 SM fiber optic strands in positions in a vendor provided / vendor installed 4U rack mounted Leviton fiber optic interconnect panel(s) in the Data Center. The panel, bulkheads and blanks shall be provided under this contract and all empty ports shall be furnished with blanks. SM fiber shall be terminated using LC connectors.

Fiber optic interconnect unit shall be labeled in accordance with ANSI/EIA/TIA-606 and Section 5 of the RFP. Single mode fiber optic cable shall be tested in accordance with Section 7 of the RFP Document.

A total of ten (10), 1-meter Leviton LC to LC fiber patch cords shall be purchased and installed for this project.

6.1.2 Fiber Span A/Segment 02 – Base Proposal – Loop 539 and Main St. to Fire Station on Loop 539

6.1.2.1 Conduit Pathway

The contractor working on this building will provide a 4-inch conduit for this project. The conduit shall be extended up the pole to a height of ten feet. Contractor will be responsible for all materials and labor to extend this conduit.

The conduit shall have (3) 3-cell Maxcell from the City Hall building to the end of the conduit on the pole.

Contractor shall seal the end of the conduit to prevent water infiltration.

6.1.2.2 Single Mode Fiber Optic Cable

Vendor shall furnish and install one (1) each 12, Singlemode fiber optic cable between the Splice Case at Loop 539 and Main Street to the MDF of the Fire Station on Loop 539. This cable shall be an OSP rated, Armored arid-core or PIC cable with an over-lashed messenger

6.1.2.3 Single Mode Splice Points

Vendor shall provide and terminate 12 SM fiber optic strands in positions in a vendor provided / vendor installed 1U rack mounted Leviton fiber optic interconnect panel in the MDF of the Fire Station. The panel, bulkheads and blanks shall be provided under this contract and all empty ports shall be furnished with blanks. SM fiber shall be terminated using LC connectors.

Fiber optic interconnect unit shall be labeled in accordance with ANSI/EIA/TIA-606 and Section 5 of the RFP. Single mode fiber optic cable shall be tested in accordance with Section 7 of the RFP Document.

6.1.3 Fiber Span A/Segment 03 – Base Proposal – Loop 539 and Main St. to Old School Building on Loop 539**6.1.3.1 Conduit Pathway**

This entry shall be an aerial entry into the building. Contractor shall provide a 2 1/2-inch conduit for the fiber and a 2-inch conduit for the service provider. The 2 1/2-inch conduit shall have a properly sized Entrance Head and Smart LB for entry into the building. The conduit shall extend beyond the interior of the wall and be securely fastened to the wall on both sides.

Contractor shall seal the end of the conduit to prevent water infiltration.

6.1.3.2 Single Mode Fiber Optic Cable

Vendor shall furnish and install one (1) each 12, Singlemode fiber optic cable between the Splice Case at Loop 539 and Main Street to the MDF of the Old School Building on Loop 539. This cable shall be an OSP rated, Armored arid-core or PIC cable with an over-lashed messenger.

An aerial entrance conduit and weather head shall be created for this building. Capacity will be large enough for fiber and future AT&T entrance into the MDF.

6.1.3.3 Single Mode Splice Points

Vendor shall provide and terminate 12 SM fiber optic strands in positions in a vendor provided / vendor installed 1U rack mounted Leviton fiber optic interconnect panel in the MDF of the Old School Building. The panel, bulkheads and blanks shall be provided under this contract and all empty ports shall be furnished with blanks. SM fiber shall be terminated using LC connectors.

Fiber optic interconnect unit shall be labeled in accordance with ANSI/EIA/TIA-606 and Section 5 of the RFP. Single mode fiber optic cable shall be tested in accordance with Section 7 of the RFP Document.

6.1.4 Fiber Span B/Segment 1 – Base Proposal – Data Center to Main St. at Water Tower**6.1.4.1 Single Mode Fiber Optic Cable**

Vendor shall furnish and install one (1) each 96 strand, Singlemode fiber optic cable from the Data Center in the Police Station to a pole at the water tower on Main Street. This

cable shall be an OSP rated, armored, arid-core or PIC cable with an over-lashed messenger.

6.1.4.2 Single Mode Splice Points

Vendor shall provide 96 FOS splice case(s) as required to ensure the fiber reaches from point to point. Strands will be peeled off of the 96 strands to feed each building in that area of the city. All splices shall be fusion splices; no mechanical splices shall be installed.

6.1.4.3 Single Mode Fiber Optic Termination

Vendor shall provide and terminate 96 SM fiber optic strands in positions in a vendor provided / vendor installed 4U rack mounted Leviton fiber optic interconnect panel(s) in the Data Center. The panel, bulkheads and blanks shall be provided under this contract and all empty ports shall be furnished with blanks. SM fiber shall be terminated using LC connectors.

Fiber optic interconnect unit shall be labeled in accordance with ANSI/EIA/TIA-606 and Section 5 of the RFP. Single mode fiber optic cable shall be tested in accordance with Section 7 of the RFP Document.

A quantity of 2 per end plus 5 spare, 1-meter Leviton LC to LC fiber patch cords shall be purchased and installed for The panel in the Data Center.

6.1.5 Fiber Span A/Segment 02 – Base Proposal – Main St. to Water Tower on Main St.

6.1.5.1 Conduit Pathway

The contractor working on this building will provide a 4-inch conduit for this project. The conduit shall be extended up the pole to a height of ten feet. Contractor will be responsible for all materials and labor to extend this conduit.

The conduit shall have (3) 3-cell Maxcell from the City Hall building to the end of the conduit on the pole.

Contractor shall seal the end of the conduit to prevent water infiltration.

6.1.5.2 Single Mode Fiber Optic Cable

Vendor shall furnish and install one (1) each 12, Singlemode fiber optic cable between the Splice Case on Main Street to the MDF of the Water Tower on Main Street. This cable shall be an OSP rated, Armored arid-core or PIC cable with an over-lashed messenger

6.1.5.3 Single Mode Splice Points

Vendor shall provide and terminate 12 SM fiber optic strands in positions in a vendor provided / vendor installed 1U rack mounted Leviton fiber optic interconnect panel in the MDF of the Water Tower. The panel, bulkheads and blanks shall be provided under this contract and all empty ports shall be furnished with blanks. SM fiber shall be terminated using LC connectors.

Fiber optic interconnect unit shall be labeled in accordance with ANSI/EIA/TIA-606 and Section 5 of the RFP. Single mode fiber optic cable shall be tested in accordance with Section 7 of the RFP Document.

6.1.6 Fiber Span B/Segment 1 – Base Proposal – Data Center to MDF in City Hall**6.1.6.1 Single Mode Fiber Optic Cable**

Vendor shall furnish and install one (1) each 12 strand, Singlemode fiber optic cable from the Data Center in the Police Station to the MDF in City Hall. This cable shall be an OSP rated, armored, arid-core or PIC cable with an over-lashed messenger.

6.1.6.2 Single Mode Splice Points

Strands will be terminated and tested on each end. All terminations shall be fusion splices; no mechanical splices shall be installed.

6.1.6.3 Single Mode Fiber Optic Termination

Vendor shall provide and terminate 12 SM fiber optic strands in positions in a vendor provided / vendor installed 4U rack mounted Leviton fiber optic interconnect panel(s) in the Data Center. The panel, bulkheads and blanks shall be provided under this contract and all empty ports shall be furnished with blanks. SM fiber shall be terminated using LC connectors.

Vendor shall provide and terminate 12 SM fiber optic strands in positions in an existing 1U rack mounted Leviton fiber optic interconnect panel(s) in City Hall. The panel, bulkheads and blanks shall be provided under this contract and all empty ports shall be furnished with blanks. SM fiber shall be terminated using LC connectors.

Fiber optic interconnect unit shall be labeled in accordance with ANSI/EIA/TIA-606 and Section 5 of the RFP. Single mode fiber optic cable shall be tested in accordance with Section 7 of the RFP Document.

A quantity of 2 per end plus 5 spare, 1-meter Leviton LC to LC fiber patch cords shall be purchased and installed for the panel in the City Hall MDF.

Section 7 – FIBER OPTIC TESTING REQUIREMENTS

1. Installed strands shall be tested and certified in accordance with industry standards
2. The Vendor shall provide end-to-end bi-directional OTDR testing for all Singlemode fiber optic strands in the system.
3. The Vendor shall provide power meter testing of all strands that are terminated at each end. The test shall be bi-directional and tested to 10-Gig.
4. All fiber shall be tested to the 10 Gig standard.
5. The Vendor shall supply a copy manufacturers' reel testing data for each reel installed prior to installing cable to ensure initial integrity of the dark fiber. Reel testing data shall be identified by span and segment as installed.
6. The Vendor shall be prepared to open a minimum of 25% of the installed splice cases in the system for physical inspection of splice trays, fusion splices, dark strands and individual strands with fiber bundles within each sheath.
7. The Vendor shall supply both reel and OTDR testing as part of the project close-out requirements as defined in Section 8 of the RFP.
8. Vendors shall provide proof of calibration and certification date of the OTDR testing device to the architect/engineer prior to testing fiber optic cable.

9. All fiber optic launch cables and test adapters used for testing shall be of high quality and devoid of excessive wear or exhibit anomalies between strand tests. Test results that indicated anomalies between strands within the same sheath shall be declared a failure unless all strands within the same sheath unconditionally pass testing. The Contractor shall diagnose and repair any fiber optic cable exhibiting strand-to-strand anomalies that result in any test failure(s).
10. The Contractor shall invite the Architect/Engineer to witness/verify field testing prior to final acceptance. The Architect/Engineer shall randomly select 5% of the installed links for test verification purposes. The Contractor shall re-test these links in the presence of the Architect/Engineer and the results shall be compared to the previously Contractor submitted test results. In the event that 2% of the verification tests differ in terms of pass/fail from the previously submitted test results, testing shall be declared a failure and the Contractor shall re-test 100% of the installed links with the cost of such tests borne by the Contractor.
11. The Contractor shall test and certify all fiber optic cable plant with approved field tester(s) that are within their calibration period. The Contractor shall be liable for all re-testing required in the event tests are performed with un-approved test equipment or tester(s) that are not within their calibration period.
12. Single mode fiber optic shall be tested using an OTDR and the following:
 - A. All fiber optic cable links installed shall be tested in accordance with the field test specifications defined in ANSI/TIA/EIA-568-B standard.
 - B. 100% of the installed cable shall be tested and must pass the requirements of ANSI/TIA/EIA-568-B.
 - C. Failing links shall be diagnosed and corrected by the Contractor. Corrective actions shall be followed by a new test of the previously failing link(s). The Contractor shall promptly submit all link re-test data to Architect/Engineer in both hard and soft copy.
 - D. Only Certified Technicians shall perform all fiber optic link testing.
 - E. The light source shall meet the launch requirements of ANSI/TIA/EIA-455-50B.
 - F. Field test equipment for single-mode fiber optic cables shall meet the requirements of ANSI/TIA/EIA-526-7.
 - G. Fiber optic connector attenuation shall not exceed 0.75dB.
 - H. Fiber optic splice attenuation (if allowed) shall not exceed 0.3dB.
10. Single-mode fiber optic cables shall be tested using the following attenuation coefficient parameters:
 1. 9/125 single-mode (Inside Plant) $1310 \leq 1.0\text{dB/km}$
 2. 9/125 single-mode (Inside Plant) $1550 \leq 1.0\text{dB/km}$
 3. 9/125 single-mode (Outside Plant) $1310 \leq 0.5\text{dB/km}$
 4. 9/125 single-mode (Outside Plant) $1550 \leq 0.5\text{dB/km}$

Link attenuation for all fiber optic strands shall be calculated using the ANSI/EIA/TIA-568-8 Standards formula.

Section 8 – PROJECT MANAGEMENT AND CLOSE-OUT REQUIREMENTS

1. The Vendor shall provide a designated representative as Project Manager and be available for all project meetings and all inspection activities. It is anticipated that this project will have a minimum of twelve (12) formal project meetings, four (4) progress inspections and two (2) formal acceptance events (Substantial/Final Acceptance).
2. The Project Manager shall function as the single point of contact between the Vendor and Owner for the duration of the project.
3. All project correspondence shall be sent in hardcopy to all relevant parties via letter, facsimile or email. Verbal agreements, arrangements or other communications shall not be binding on either party or have precedent for the duration of Contract.
4. The Vendor shall present the Owner an installation schedule prior to beginning the installation. All project activities shall be coordinated with the Owner in advance of such stated activities.
5. Upon successful operation and cutover of the system, the Vendor shall notify the Owner that the installation is substantially complete at which time the Owner and its designated representative shall perform a formal Substantial Completion inspection to verify the work. Any and all discrepancies will be documented and submitted to both the Vendor and Owner with the Certificate of Substantial Completion. The Vendor shall have fifteen (15) working days to resolve any and all system discrepancies noted on the Certificate of Substantial Completion.
6. Upon completion of the system discrepancies noted on the Certificate of Substantial Completion or five (5) working days have elapsed since Substantial Completion, the Owner shall perform a Systems Acceptance inspection to verify all prior system discrepancies have been resolved to the Owners satisfaction. A Certificate of Systems Acceptance shall be issued to both the Vendor and Owner upon successful completion of the project.
7. Title for all equipment shall not pass to the Owner from the Vendor until the system is accepted and both the Owner and Vendor execute the Certificate of Systems Acceptance.
8. In the event further discrepancies are noted after substantial completion or at the time of the System Acceptance Inspection. The Vendor will be granted an additional five (5) working days to resolve any issues and a re-inspection for System Acceptance will be re-scheduled accordingly. In the event the Vendor fails to rectify system discrepancies within the Substantial or Final Acceptance periods, the Owner will be entitled to exercise its right for liquidated damages in the amount of \$500.00 per day as defined in the AIA Document A107TM – 2007 for the duration or portion thereof the system remains defective.
9. Vendor shall provide the Owner one (1) original and two (2) identical copy sets of the system installation and O&M documentation at the time of Substantial Completion. This documentation at a minimum shall contain the following:
 - A. Vendor shall provide product cut-sheets and manuals for every hardware product installed as part of this project.

- B. Vendor shall provide manufacturers reel test(s) for each reel of cable installed identifying span and segment number where the cable is installed.
 - C. Vendor shall provide OTDR and power meter testing results for each terminated strand in the system. OTDR testing shall be performed bi-directionally on each terminated strand.
 - D. Vendor shall provide a logical system termination drawing containing complete topology data for the entire system identifying end-to-end connections; Span, Segment, splice/termination points, strand ID's and identification of all dark fiber left in splice cases for future use. This drawing shall be submitted in AutoCAD 2000 format.
 - E. Vendor shall provide all applicable systems documentation in Hard or Softcopy as applicable.
 - F. Vendor shall submit close-out documentation in bound and tabbed binders to Owner. Soft documentation, where applicable are to be included in the binder using CD sleeves.
10. Final Payment, including retained funds shall be made to the Vendor upon the execution and receipt of the following documents:
- A. Executed Certificate of Substantial Completion
 - B. Executed Certificate of Systems Acceptance
 - C. Notarized affidavit of release of lien for project
 - D. Notarized affidavit of clear title for product
 - E. Executed Contingency Change Order (return of un-used monies)
 - F. Valid Vendor invoice indicating the correct final balance due

Section 9 – WARRANTY REQUIREMENTS

1. The Vendor shall provide a comprehensive one (1) year parts and labor warranty from the date of Substantial Completion.
2. Warranty shall commence for a full calendar year on the date of formal systems acceptance.
3. Vendor is required to warrant all of the work associated with this Request for Proposal for one (1) calendar year regardless of any manufacturer's disclaimers, limitations or other special conditions associated with products purchased under this Request for Proposal.
4. Vendor is required to promptly notify the Owner in advance of any pending changes to the terms of warranty originally expressed at the time of contract.
5. Vendor shall provide no less than a same day response with next day repair of the system during the warranty period.
6. Any and all costs associated with the one (1) year warranty shall be inclusive of the total cost proposal(s) and included as a line item on Schedule 2C of the Request for Proposal.
7. All warranty documentation, proposed agreements or other information shall be submitted in Schedule 12 of the Request for Proposal response.

Section 10 – MAINTENANCE REQUIREMENTS

1. The Vendor shall provide a proposed maintenance agreement for the City of Cibolo system to encompass all fiber (inside and outside) that is owned by the City.
2. Maintenance, if accepted by the Owner, shall commence on the first day following the expiration of the one (1) year warranty period.
3. City of Cibolo shall have the exclusive right to execute a Maintenance Agreement with the Vendor at the time of contract execution or at any other time during the project and prior to the expiration of the one (1) year warranty.
4. City of Cibolo reserves the right to award the maintenance contract separately from the fiber installation contract and to a different Vendor.
5. Vendor shall provide no less than a same day response with next day repair of the system during the maintenance period.
6. Pricing submitted for Maintenance shall be firm for a period of no less than one (1) calendar year from the date of systems acceptance.
7. City of Cibolo reserves the right to renegotiate the cost of the maintenance contract on an annual basis up to a maximum of five (5) years.
8. Costs associated with maintenance programs shall be shown as a total cost proposal and submitted in Schedule 13.
9. Proposed annual maintenance or multi-year programs shall indicate any applicable discounts for a term agreement.
10. Maintenance pricing shall be **excluded** from the total price proposals.
11. Maintenance programs and pricing shall be presented to the City of Cibolo indicating the Vendors various levels of service and the associated cost.
12. Maintenance documentation, proposed agreement contracts or any other information shall be submitted in Schedule 13 of the Request for Proposal response.
13. Maintenance at a minimum shall cover the following activities:
 - a. Quarterly inspection/repair of entire aerial route
 - b. Quarterly inspection/repair of Pull-boxes Entrance Facilities
 - c. Tree Trimming
 - d. Locating and Identification
 - e. Nesting removal along aerial routes
 - f. Re-tensioning of cable as necessary to maintain max sag and clearance allowances
 - g. Re-tensioning of down guys as necessary to proper tension
 - h. Re-lashing of cables to strands.
 - i. Annual Fiber Testing (Terminated Strands)
 - j. Dedicated response times for emergency service

Section 11 – SCHEDULES TO BE EXECUTED WITH VENDOR RESPONSE

Vendor shall complete, execute and return the Schedule(s) 1 through 17 as defined in Section 2 of this Request for Request for Proposal Document. Failure to complete, sign, and/or notarize applicable forms as requested or required will result in disqualification or a non-responsive proposal response.

Schedule 1 - Proposal Form City of Cibolo RFP # IT-17-51.1

Having carefully examined the Notice to Vendor, General Terms and Conditions for Proposal, Bonding and Insurance Requirements, Scope of Work, General Requirements, Proposal Form and attached Schedules and Exhibits, acknowledging _____ Addenda, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions at the prices quoted unless noted in writing.

The undersigned affirms that they are duly authorized to execute this proposal and that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Vendor, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

TOTAL BASE PROPOSAL COST, INCLUDING PAYMENT/PERFORMANCE BOND(s), A \$15,000 PERMITTING ALLOWANCE AND A 10% PROJECT CONTINGENCY for:

(\$ _____) _____

FIRM NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

TELEPHONE NO. _____

FACSIMILE NO. _____

AUTHORIZED SIGNATURE _____

TYPED/PRINTED NAME _____

POSITION WITH COMPANY _____

REPRESENTATIVE'S NAME _____

Schedule 2 – Pricing Details

The Vendor shall provide a complete total cost response with proposal submitted as Schedule 2A, which must match the total cost proposal submitted in Schedule 1.

The Vendor shall provide a complete unit cost response with proposal submitted as Schedule 2B.

The Vendor shall provide detailed materials and labor pricing in Excel spreadsheet format submitted as Schedule 2C format clearly identifying individual products, description, part number, unit cost, installation cost, unit quantity required and a total extended cost for every component required for the Proposal Response.

Pricing for each Scope of Work (Section 6.1) shall be provided on a separate Excel Spreadsheet.

Unit Pricing shall exclude taxes, as the City of Cibolo is a tax- exempt entity.

Unit price schedules shall reflect a complete cost detail, including the total product and services costs, warranty, bonding, and contingency allowances, less any trade-in allowance. **Unit price cost details must match the Proposal total as indicated on the Schedule 1 Proposal Form.**

Unit pricing shall firm for a period of no less than 180 days prior to award of contract and no less than 12 calendar months after final systems acceptance per the terms in Section 2 of this document.

Schedule 2A – TOTAL COST SUBMITTAL

The Vendor shall provide a complete total cost response with proposal submitted as Schedule 2A, which must match the total cost proposal submitted in Schedule 1.

BASE PROPOSAL – SECTION 6.1 Customer Owned Fiber

Section	Scope of Work	Facility Sub-Total	Total Price Proposal
OSP Cable Infrastructure			
6.1.1	Fiber Span #B-01 Sub-Total =		
6.1.2	Fiber Span # B-02 Sub-Total =		
6.1.3	Fiber Span # B-03 Sub-Total =		
6.1.4	Fiber Span # B-04 Sub-Total =		
6.1.5	Fiber Span # B-05 Sub-Total =		
6.1.6	Fiber Span # B-06 Sub-Total =		
		SECTION 6.1 SUB-TOTAL =	
		TOTAL BONDING =	
		10% PROJECT	
		CONTINGENCY TOTAL =	
		PERMIT ALLOWANCE =	\$15,000.00
		TOTAL BASE	
		PROPOSAL COST =	

Schedule 2B – UNIT PRICING SUBMITTAL

The Vendor shall provide a complete unit cost for the following, including materials and labor, submitted as Schedule 2B. This list will be used for additions and deletions during the project and after its completion per the previously stated timelines.

Unit Description	Unit	Unit Price w/Installation
96 Strand Aerial OSP =	Ft.	
12 Strand Aerial OSP =	Ft.	
96 FOS Splice Case =	Ea.	
Single Mode Fusion Splice =	Ea.	
Pole Attachment =	Ea.	
Down-Guy =	Ea.	
Ground Rod =	Ea.	
1U Fiber Enclosure =	Ea.	
4U Fiber Enclosure =	Ea.	
LC Termination =	Ea.	
Directional Bore per 100 feet =	Ea.	
Schedule 40 PVC conduit installed 100 feet =	Ea.	

Schedule 2C – MATERIALS AND LABOR PRICING SUBMITTAL

The Vendor shall provide detailed list of all materials and labor pricing in Excel spreadsheet format for each building submitted as Schedule 2C, clearly identifying Building, individual product(s), description, part number, unit cost, installation cost, unit quantity required and a total extended cost for every component required for the Proposal Response.

Schedule 3 - Hold Harmless Agreement

The Contractor shall defend, indemnify, and hold harmless, The City of Cibolo and all of its council members, officers, agents, and employees from and against all suits, actions, or claims of any character brought for or on account of any injuries or damages (including death) received or sustained by any person or property on account of, arising out of, or in connection with, any negligent act or omission of Contractor or any agent, employee, subcontractor, or supplier of Contractor in the execution or performance of the Contract for an Outside Fiber Optic Cable Plant for the City of Cibolo.

The Contractor shall also defend, indemnify and hold harmless, The City of Cibolo and all of its council members, officers, agents, and employees, from and against claims by any subcontractor, supplier, laborer, materials, or mechanic for payment for work or materials provided on behalf of the Contractor in the performance of the Contract and all such claimants shall look solely to Contractor and not to The City of Cibolo for satisfaction of such claims.

This Hold Harmless Agreement shall be binding upon the undersigned, and its successors, legal representatives, heirs and assigns.

DATED this _____ day of _____, 20_____.

CONTRACTOR:

By:_____

Name:_____

Title:_____

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on the ____ day of _____,

20_____, by _____, _____ of _____, a Texas

_____, on behalf of said_____.

Notary Public, State of Texas

Schedule 4 - Non-Collusive Certification

By submission of a proposal, the Vendor certifies that:

- (a) This proposal has been independently arrived at without collusion with any other bidder or with any competitor;
- (b) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor, or potential competitor;
- (c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal;
- (d) The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf.
- (e) Offeror represents that to the best of its knowledge it is not indebted to The City of Cibolo. Indebtedness to the City shall be basis for the non-award and/or cancellation of any award.
- (f) Certifies that no suspension or debarment is in place that would preclude receiving a federally funded contract.

Vendor Name

Authorized Signature

Title

Schedule 5 – Certificate of Residency**CERTIFICATE OF RESIDENCY**

The State of Texas has passed a law concerning non-resident contractors. This law can be found in Texas Government Code under Chapter 2252, Subchapter A. This law makes it necessary for the City of Cibolo to determine the residency of its offerors. In part, this law reads as follows:

“Section: 2252.001

(3) ‘Non-resident bidder’ refers to a person who is not a resident.

(4) ‘Resident bidder’ refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.”

I certify that _____
(Name of Company)

is, under Section: 2252.001 (3) and (4), a

_____ Resident Bidder _____ Non-resident Bidder

My or Our principal place of business under Section: 2252.001 (3) and (4), is in the city of

_____ in the state of _____.

Signature of Authorized Company Representative

Print Name

Title

Date

Schedule 6 - Certificate of Insurance

The Vendor shall provide a Certificate of Insurance that meets or exceeds the insurance requirements of the Owner as specified in Section 2.

Schedule 6 - Certificate of Insurance

The Vendor shall provide a Certificate of Insurance that meets or exceeds the insurance requirements of the Owner as specified in Section 2.

Schedule 7: Conflict of Interest Statement; Form CIQ

The Vendor shall submit the executed counterpart of Form CIQ attached as Schedule 7.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Schedule 8 – Form 1295 Electronic Filing Application

Below is the website needed to complete HB 1295 application. The application shall be completed after award but prior the award of the contract. This form shall be submitted as Schedule 8.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

We understand the requirements of this Schedule and will comply with the completion of House Bill (HB) Form 1295 if awarded this contract.

Signature of Authorized Company Representative

Print Name

Title

Date

Schedule 9 - Exceptions to Request for Proposal Language

In the event the Vendor takes exception to the Request for Proposal and/or contract verbiage, the Vendor shall provide detailed list any and all exceptions to this Request for Proposal and any proposed replacement language.

Schedule 10 - Warranty Information

The Vendor shall provide complete warranty documentation, including a statement of warranty. Warranty agreement, warranty costs and any proposed warranty contracts as defined in Section 9 of the Request for Proposal.

The Vendor is required as part of their response to provide a comprehensive one (1) year parts and labor warranty on all products and services procured under this Request for Proposal. Any costs for associated with warranties must be inclusive of the total proposal with warranty costs and clearly marked as such.

Schedule 11 - Maintenance Information

The Vendor shall provide complete maintenance documentation including any proposed maintenance plans, maintenance costs and proposed maintenance contracts as defined in Section 10 of the Request for Proposal.

Maintenance pricing shall be identified and submitted in Schedule 11, but shall **not** be included in the total proposal(s) cost. Maintenance shall be at the sole discretion of the Owner to accept or decline per the requirements of Section 10 of the Request for Proposal.

Schedule 12 - Vendor References

The Vendor shall provide no less than five (5) customer references defined in Section 2 of the Request for Proposal and attached as schedule 12. **REFERENCES SHALL BE PROVIDED FOR THE COMPANY SUBMITTING THE PROPOSAL. INDIVIDUAL REFERENCES WILL NOT BE ACCEPTED AS VALID REFERENCES.**

Schedule 13 - Company Information, Overview, Certifications and Training

The Vendor shall provide a listing of project personnel and any proposed sub-contractors planned for use on the project. Vendor shall also provide an overview of their company, experience, proposed training programs and all relevant Certifications attached as Schedule 13.

Number of Years Company has been in Business: _____

Will any part of this project be sub-contracted: (Y/N): _____

If yes, please indicate the following for **each** proposed sub-contractor:

Name of Sub-Contractor: _____

Company Contact: _____

Company Phone: _____

Description of Work to be sub-contracted:

Percentage of total Contract: _____

Schedule 14: Proposed Product Information and Cut Sheets

The Vendor shall provide complete product information on all proposed products attached as Schedule 14.

Schedule 15: Proposed Project Implementation Schedule

The Vendor shall provide a complete proposed project implementation schedule attached as Schedule 15. Project implementation schedule shall indicate duration of each major phase of work.